

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda
Bids and Proposals

TO: President and Village Board of Trustees
 FROM: Scott R. Niehaus, Village Manager
 DATE: February 3, 2017 MEETING DATE: February 16, 2017
 TITLE: FY 2017 Concrete Flatwork
 Project Number RM 15, 16, 19, 21 & 25
 SUBMITTED BY: David P. Gorman, P.E., Assistant Director of Public Works *DPG*

RESULTS:

Date Bids Were Published 3/18/2015 Bidding Closed 4/01/2015
 Total Number of Bids Received 7
 Bid Security Required X Yes No
 Performance Bond Required X Yes No
 Were Any Bids Withdrawn Yes X No
 Explanation:
 Waiver of Bids Requested? X Yes No
 If yes, explain:
Extension of MPI contract
 Award Recommended to Lowest Responsible Bidder? X Yes No
 If no, explain:

FISCAL IMPACT:

Engineer's estimate/budget estimate \$255,000.00/ \$335,000.00
 Amount of Award \$255,000.00

| | | | |
|----------------------------|-------------|-----------------------|-------|
| Parkway Restoration: | \$70,000.00 | Capital Project Fund | RM 19 |
| Deteriorated Sidewalk: | \$10,500.00 | Capital Project Fund | RM 16 |
| Deteriorated Sidewalk: | \$10,500.00 | Resident Contribution | RM 16 |
| Trip Hazard Repairs: | \$89,000.00 | Capital Project Fund | RM 15 |
| Curb Program: | \$50,000.00 | Capital Project Fund | RM 25 |
| Concrete Utility Patching: | \$25,000.00 | Capital Project Fund | RM 21 |

BACKGROUND/RECOMMENDATION:

Has Recommended Bidder Worked for Village Previously X Yes No
 If yes, was quality of work acceptable X Yes No
 Was item bid in accordance with Public Act 85-1295? X Yes No
 Waiver of bids - Public Act 85-1295 does not apply X Yes No

REVIEW (as needed):

Village Attorney XX _____ Date _____
 Finance Director XX _____ Date _____
 Village Manager XX _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 4:30 pm, Wednesday, prior to the Board Agenda distribution.

Interoffice Memo

To: Scott R. Niehaus, Village Manager
Through: Carl S. Goldsmith, Director of Public Works *CSG*
From: David P. Gorman, P.E., Assistant Director of Public Works *DPG*
Date: February 3, 2017
Subject: FY 2017 Concrete Flatwork
 Project Number: RM 15, 16, 19, 21 & 25

The purpose of the Driveway Apron, Curb and Sidewalk Restoration Program is to address deteriorated and damaged sections of pavement, sidewalk, curb and parkway damaged by utility digs. The program is comprised of the following categories: Parkway Restoration, Deteriorated Sidewalk (50/50 Program), Trip Hazard Repairs, Concrete Utility Cuts Patching and the Curb Replacement Program.

This contract was bid through a joint purchase process developed by communities in the DuPage region. The process is based off of the Municipal Partnering Initiative (MPI) that has been successfully implemented in the northern suburbs. The MPI process has one community serve as the lead agency (Burr Ridge) for the purposes of bidding the contract. Participating agencies were: Burr Ridge, Downers Grove, Lombard, Woodridge and Villa Park.

| Capital Project Fund | Budget | Award |
|---|---------------------|---------------------|
| RM PROG 15 - Trip Hazard Repairs | \$89,000.00 | \$89,000.00 |
| RM PROG 16 - Deteriorated Sidewalk (Village Portion 50-50) | \$10,500.00 | \$10,500.00 |
| RM PROG 16 - Deteriorated Sidewalk (Resident Portion 50-50) | \$10,500.00 | \$10,500.00 |
| RM PROG 19 - Parkway Restoration (Engineering Portion) | \$70,000.00 | \$70,000.00 |
| RM PROG 21 - Concrete Utility Patching | \$105,000.00 | \$25,000.00 |
| RM PROG 25 - Curb Program | \$50,000.00 | \$50,000.00 |
| 2017 Total | \$335,000.00 | \$255,000.00 |

MPI Concrete Flatwork bids were received and opened at 10:00 a.m. on April 1, 2015, by the Village of Burr Ridge. Strada Construction was lowest responsive and responsible bidder.

Per the terms of the MPI Concrete Flatwork Contract Documents, page 7- "The term of this contract shall be one (1) year from the date of first award, with two optional one (1) year renewals at the contract unit prices established as part of the initial term. At the end of the first-year term, and again at the end of the second-year term, the term of the contract may be extended upon mutual written consent by the Municipality and the Contractor within ninety (90) days following the expiration of the current term..." Therefore, 2017 will be the last year for this renewal option.

Recommendations:

Public Works recommends awarding this contract to Strada Construction Co. of Addison, IL in the amount of \$255,000.00.

Please present this item to the President and Board of Trustees for their review and approval at their regular meeting on February 16, 2017. If approved, please return two (2) executed copies of the contract to PW Engineering for further processing.

VILLAGE OF LOMBARD

CONTRACT

CONTRACT DOCUMENT NUMBER RM 15, 16, 19, 21 & 25

This agreement is made this 16th day of February, 2017, between and shall be binding upon the Village of Lombard, an Illinois municipal corporation (hereinafter referred to as the "Village") and Strada Construction Co. (hereinafter referred to as the "Contractor") and their respective successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the Contract Documents:

FY 2017 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

1. This contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
 - a. FY 2017 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM incorporates MPI Concrete Flatwork, dated April 1, 2015. The Village Board approved the Village portion of the MPI Flatwork contract on May 7, 2015 (Legistar # 150186), and is exercising the second year of a potential two (2) year extension.
 - i) Cover Sheet;
 - ii) Notice to Bidders on Contract Document Concrete Flatwork - Legal Notice;
 - iii) Schedule of Prices;
 - iv) General Terms and Conditions;
 - v) Labor Statutes, Records and Rates;
 - vi) Technical Terms and Conditions;
 - vii) Municipality References;
 - viii) Disqualification of Certain Bidders;
 - ix) Anti-Collusion Affidavit and Contractor's Certification;
 - x) Conflict of Interest;
 - xi) Tax Compliance Affidavit;
 - xii) Sub-Contractor Information;
 - xiii) Participation Affidavit;
 - xiv) Addenda;
 - xv) Appendix B –Technical Specifications;
 - xvi) Strada Construction Co. letter dated January 6, 2017 (see attached) - agreement to honor unit prices from 2015 MPI contract.
 - b. The Contractor's Bid Proposal Dated: April 1, 2015 (see attached)
 - c. Required Performance and Payment Bonds and Certificate(s) of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment the amount as shown on the Contractor's Bid Proposal, which is made a part hereof, subject to such additions and deletions as agreed to by the parties hereto.
3. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work under this contract on or before October 30, 2017. Time is of the essence in regard to this Contract, and the Contractor agrees to achieve completion within the time permitted by all proper and appropriate means including working overtime without additional compensation.
4. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment to the Contractor under this Contract, the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due each. This statement must be made under oath or be verified by affidavit. The Village shall not issue final payment nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
5. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Lombard, Illinois, and the Contractor have each hereunto caused this Contract to be executed by their respective duly authorized representatives this 16th day of February, 2017.

If an individual or partnership, the individual or all partners shall sign or, if a corporation, an officer(s) duly authorized shall sign.

STRADA CONSTRUCTION Co
 Print Company Name

Individual or Partnership _____ Corporation

Accepted this 18th day of JAN, 2017.

By [Signature]

PRESIDENT
 Position/Title

By _____

Position/Title

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this _____ day of _____, 2017.

 Village President

Attest:

 Village Clerk

VILLAGE OF LOMBARD**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Strada Construction Company Inc, a company organized under the laws of the State of Illinois and licensed to do business in the State of Illinois as Principal and Erie Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, with authority to do business in the State of Illinois, as Surety, are now held and firmly bound unto the Village of Lombard, State of Illinois in the penal sum of Two hundred fifty five thousand dollars and no/100 dollars (\$ 255,000.00) lawful money of the United States, well and truly to be paid unto said Village for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas the said Principal has entered into a written contract with the Village of Lombard, acting through the President and Board of Trustees of said Village, dated February 16, 2017, for the construction of the work designated:

FY 2017 DRIVEWAY APRON AND SIDEWALK RESTORATION PROGRAM

in Lombard, Illinois, which contract is hereby referred to and made a part hereof as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work, and has further agreed to guaranty and maintain said work for a one (1) year period following final payment to such Principal, and has further agreed to pay all direct and indirect damages to any person, firm, company, or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation from whom any such labor, materials, apparatus, fixtures or machinery was so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then upon the final payment by the Village to said Principal under said contract, the amount of this bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

NOW, THEREFORE, if the said Principal shall well and truly perform said guaranty and maintenance work in accordance with the terms of said contract for said one (1) year period after final payment and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of performing such guaranty and maintenance work and shall commence and complete the guaranty and maintenance work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such guaranty and maintenance work during the time of the performance thereof and until the said guaranty and maintenance work shall have been accepted, and shall hold the Village of Lombard and its officers, agents and employees, harmless on account of any such damages, and shall in all respects fully and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

APPROVED this ____ day of _____, 2017.

VILLAGE OF LOMBARD

BY: _____
Village President

ATTEST: _____
Village Clerk

IN WITNESS WHEREOF, We have duly executed the foregoing Obligation this 23rd day of January, 2017.

PRINCIPAL:

Strada Construction Company Inc

BY: _____

ATTEST: _____

SURETY: Erie Insurance Company

BY: _____
(Title)

BY: _____
Attorney in Fact

BY: _____

(SEAL)





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint _____

Christopher J. Bechtold, Richard G. Bechtold and Elizabeth Goeller

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship, _____

each in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00).

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

"Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof."

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

"Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company."

IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Jeffrey A. Ludrof
Jeffrey A. Ludrof
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Sheila M. Hirsch
My commission expires June 27, 2008
Notary Public

CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



J. R. Van Gorder
J. R. Van Gorder, Secretary

this 23rd day of January 20 17

VILLAGE OF LOMBARD

CONTRACTOR'S CERTIFICATION

ANTONIO DI PAOLA, having been first duly sworn depose and states as follows:
(Officer or Owner of Company)

STRADA CONSTRUCTION CO, having submitted a proposal for:
(Name of Company)

FY2017 DRIVEWAY APRON, CURB AND SIDEWALK RESTORATION PROGRAM

to the Village of Lombard, hereby certifies that said Contractor:

- 1. has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:
a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate revenue Act; or
b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

3. is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR Parts 40 and 382 and that NICK DI BEVEDETTO

(Name of employee/driver or "all employee drivers")

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

4. CERTIFICATION UNDER 720 ILCS 5/33E-11

I, ANTONIO DI PAOLA (name), certify that I am employed as the PRESIDENT (title) of STRADA CONSTRUCTION CO (company), a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961

By: [Signature]
Authorized Agent of Contractor

Subscribed and sworn to before me this 23rd day of JANUARY, 2016.

[Signature]
Notary Public
OFFICIAL SEAL
LORRA DI PAOLA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/02/17

Strada Construction Co.

1742 W. Armitage Court Addison, IL 60101 ♦ 630-627-3800 ♦ 630-627-3819

January 6, 2017

Ray Hoving
Village of Lombard
255 E. Wilson Ave.
Lombard, IL 60148

RE: 2017 Driveway Apron, Curb and Sidewalk Restoration Program
3rd Year Extension

This letter is to confirm that we are in agreement to honor our unit prices from last year's contract. We will perform the work in a similar manner as we did in past years with work orders. The work will consist of approximately the same dollar value as last year's contract, pending Village Board approval. We understand that the contract will need to be approved by the Village Board and that quantities will be forthcoming.

We appreciate the opportunity to work with the Village of Lombard again and look forward to commencing work on this project.

Sincerely,

Antonio DiPaola

Antonio DiPaola
President

PROJECT FILE NAME: FY 2017 Driveway Apron, Curb and Sidewalk Restoration
PROJECT NO.: RM 15, 16, 19, 21 & 25

DATE: 2/3/2017

Strada Construction
 1742 W. Armitage Court
 Addison, IL 60101

| NO. | ITEM | QUANTITY | UNIT | UNIT PRICE | TOTAL |
|--------------|--|----------|---------|------------|---------------------|
| 1 | TRAF CONT & PROT FOR TEMP DETOUR | 0 | EACH | \$500.00 | \$0.00 |
| 2 | ARROW BOARD | 0 | CAL DAY | \$100.00 | \$0.00 |
| 3 | PCC PAVEMENT PATCH CL B (7") | 325 | SQ YD | \$72.00 | \$23,400.00 |
| 4 | PCC PAVEMENT PATCH CL C (9") | 0 | SQ YD | \$72.00 | \$0.00 |
| 5 | PCC DRIVEWAY PVT REM & REPL (6") | 300 | SQ YD | \$63.00 | \$18,900.00 |
| 6 | PCC DRIVEWAY PVT REM & REPL (8") | 150 | SQ YD | \$45.00 | \$6,750.00 |
| 7 | PCC SIDEWALK REM & REPL (5-6") | 19300 | SQ FT | \$6.83 | \$131,819.00 |
| 8 | PCC SIDEWALK, 5", REM & REPL (COLOR) | | SQ FT | \$13.00 | \$0.00 |
| 9 | PCC SIDEWALK, 5" | 0 | SQ FT | \$5.50 | \$0.00 |
| 10 | COMB CONC CURB & GUTTER REM & REPL (M3.12, B6.12, B6.18) | 2100 | FOOT | \$23.00 | \$48,300.00 |
| 11 | COMB CONC CURB & GUTTER REM & REPL (B6.24) | 50 | FOOT | \$24.00 | \$1,200.00 |
| 12 | DETECTABLE WARNING FIELDS | 1100 | SQ FT | \$16.00 | \$17,600.00 |
| 13 | REINFORCE BARS, EPOXY COATED-TWO CONTINUOUS NO. 5 | 0 | FOOT | \$1.00 | \$0.00 |
| 14 | AGG BASE COURSE, TYPE B, 4" | 320 | SQ YD | \$5.00 | \$1,600.00 |
| 15 | AGG BASE COURSE, TYPE B, 2" | 607 | SQ YD | \$3.00 | \$1,821.00 |
| 16 | REMOVE & REPLACE BRICK PAVERS | 0 | SQ FT | \$15.00 | \$0.00 |
| 17 | VV, MH, INLET, CB TO BE ADJUSTED | 0 | EACH | \$100.00 | \$0.00 |
| 18 | EARTH EXCAVATION | 50 | CU YD | \$27.00 | \$1,350.00 |
| 19 | NON-SPECIAL WASTE DISPOSAL | 10 | CU YD | \$1.00 | \$10.00 |
| 20 | HMA CL D PATCH, TY 1, 9" | 0 | SQ YD | \$70.00 | \$0.00 |
| 21 | AGGREGATE FOR TEMP ACCESS | 0 | TON | \$1.00 | \$0.00 |
| 22 | TREE ROOT PRUNING | 0 | EACH | \$1.00 | \$0.00 |
| 23 | HIGH EARLY STRENGTH PCC ADJUST | 0 | CU YD | \$5.00 | \$0.00 |
| 24 | AUP #1 Topsoil, Seed & Blanket | 225 | SQ YD | \$10.00 | \$2,250.00 |
| TOTAL | | | | | \$255,000.00 |